

Hong Kong-Shenzhen Innovation and Technology Park Limited

Tender Document

Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park

Tender Reference:

FD-03-06-02(211)

Tender Submission Period:

13 February 2026

09:00 am to 12:00 noon (HKSAR)

Tender Closing Date:

13 February 2026

12:00 noon (HKSAR)

IMPORTANT NOTICE

This tender document is issued by Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”) and contains confidential information regarding the potential purchase by HSITPL as detailed in this tender document. The purpose of this tender document is to identify potential suppliers. All information supplied by HSITPL in connection with this tender document shall be treated as confidential and strictly for the use by the recipients in response to this tender document only.

In consideration of receiving this tender document, the recipients agree and acknowledge that the tender document and any other information that may be provided to the recipients by or on behalf of HSITPL will be maintained in strict confidence and will not be disclosed to any third party. In particular, your attention is drawn to the fact that your receipt of this tender document and any discussions relating to its contents must be kept confidential at all times.

Please note that this is not an offer and it is only an invitation to interested parties to submit tenders to HSITPL for consideration.

PART I: Terms of Tender

1. General

- a) Recipients (each a “Tenderer”) are invited to submit tenders for **supply, installation, testing and commissioning of gas flow meters for Hong Kong-Shenzhen Innovation and Technology Park** (“Services”) in accordance with the requirements of this Invitation to Tender (“Tender Documents”), in particular, Submission Requirements as set out in Part III of this Invitation to Tender.
- b) All information provided by Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”) or any other representatives or agents of HSITPL for the purpose of inviting a tender in response to the Tender Documents (“Tender”) shall be treated as private and strictly confidential and must not be disclosed or transferred to any other party without the prior written permission of HSITPL. The information provided in the Tender Documents is strictly for use by the Tenderers in response to this Invitation to Tender only. Confidentiality must be maintained by all Tenderers even after the appointment of the successful Tenderer (“Provider”).
- c) All costs and expenses incurred by the Tenderer in preparing a Tender shall be entirely borne by the Tenderer.
- d) HSITPL reserves the right at its sole and absolute discretion to modify, amend, revise, or cancel this Invitation to Tender without any liability for any cost, expenses and/or losses whatsoever which may be incurred by the Tenderers.
- e) Tenders may not be considered if false or incorrect information is provided by the Tenderer.
- f) This Invitation to Tender is merely an invitation and shall not in any way be construed as an offer by HSITPL nor constitute a contractual relationship between HSITPL and the Tenderers.

2. Accuracy and Validity of Offered Prices

- a) Tenderers shall ensure that all information (including quoted prices) in the Tenders is accurate. Under no circumstances will HSITPL accept any request to amend or revise or modify any information (including price) in the Tender.
- b) Tenderers are requested to submit its cost proposal in Hong Kong Dollars. All Tenders shall be valid for a period of six (6) months from the Tender Closing Date (“Tender Validity Period”). The Tenderer agrees that, should HSITPL so request in writing, the Tenderer shall abide by this Invitation to Tender for a further period, e.g. three (3) months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.
- c) Each and every Tender shall constitute an unconditional and irrevocable offer from the Tenderer capable of being accepted by HSITPL on the terms and conditions contained in the

Tender Documents.

3. Tender Enquiries, Requests for Clarifications and Addenda

- a) All enquiries or requests for clarifications relating to the Tender Documents should be submitted in writing at least one week (i.e. 7 calendar days) before the Tender Closing Date to:

Mr. Vincent Lin – Assistant Manager, Facilities Management
Email: vincent.kp.lin@hsitp.org
Telephone No.: (852) 3189 1524

The Tenderer shall state in the email subject heading "**Tender Enquiry - FD-03-06-02(211) Supply, Installation and Testing & Commissioning of Gas Flow Meters**" and provide full contact details in the email. No reply will be made after the deadline for submitting enquiries or requests.

- b) Should HSITPL wish to clarify the Tender Documents in response to any enquiries or requests for clarifications, such clarifications will be made in writing and sent to all Tenderers by email. Such emails containing the Tenderer's enquiries or requests for clarifications and HSITPL's answers will be bound in with, and shall become part of, the documents forming the contract for the appointment of the selected Tenderer ("Contract"). Save as aforesaid and unless otherwise expressly stated by HSITPL, any other statement, whether oral or writing, made and any action taken by HSITPL or its consultants or any of their officers in response to any query made by a Tenderer is for guidance and reference purposes only and will not be deemed to form part of the Tender or Contract or in any way alter, negate, waive or otherwise vary any of the terms and conditions contained in the Tender Documents.
- c) Prior to the Tender Closing Date (which may be extended in accordance with the terms of the Tender Documents), addenda (each, an "**Addendum**") may be issued to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every Tenderer via email and shall become a part of the Tender Documents.

4. Submission of Tender

- a) The deadline for submitting a Tender ("Tender Closing Deadline") is **12:00 noon on 13 February 2026 ("Tender Closing Date")**.
- b) Tenderers shall follow a two-envelope system, as set out below, in submitting their Tenders:

- (i) Technical Proposal

The front cover of the Technical Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

"Technical Proposal: Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(211))"

and the Tenderer's company name.

(ii) Price Proposal

The front cover of the Price Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

“Price Proposal: Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. FD-03-06-02(211))”

and the Tenderer’s company name.

- c) Tenderers should ensure that their Technical Proposal and Price Proposal are prepared in accordance with the Submission Requirements provided in the Tender Documents.
- d) The Tenderers shall submit their Technical Proposal and Price Proposal separately in 2 sealed envelopes from 9:00 am to 12:00 noon on the Tender Closing Date in the tender box located at:

Hong Kong-Shenzhen Innovation and Technology Park Limited
Unit 710, 7/F, Lakeside 1, 8 Science Park West Avenue, Hong Kong Science Park.

Attention: Procurement Department (Tender Box)

- e) HSITPL reserves the right to disqualify any Tenderer if price information is disclosed in the Technical Proposal.
- f) If the Tender contains any qualification and/or alternative proposal, HSITPL reserves the right to disqualify such Tender. Further, such qualifications and/or alternative proposals are generally not accepted.
- g) Any late submissions or Tenders not submitted in accordance with the provisions in Clauses 4b) to f) above will not be accepted.
- h) In the event that typhoon signal no. 8 or above or a black rainstorm warning is hoisted or announcement on extreme conditions is issued in Hong Kong at any time between 9:00 am and 12:00 noon (Hong Kong Time) on the Tender Closing Date, the Tender Closing Deadline will be extended to 12:00 noon (Hong Kong Time) of the next working day, which is a day other than a Saturday, Sunday or public holiday, on which licensed banks are open for normal business in Hong Kong.
- i) Tenderers may be required to make a formal presentation at their own cost of their Tenders in **February 2026** (tentative date). HSITPL shall advise the exact time, date and issue formal invitation to the Tenderers.
- j) Each Tenderer can only submit one Tender. In the event that more than one Tender is submitted by the same Tenderer, all Tenders submitted by such Tenderer will not be considered.
- k) A holding company, all his subsidiaries and related parties (collectively “**Group Companies and Related Parties**”) shall undertake that only one company amongst its Group Companies and Related Parties will submit a Tender (“**One Tender Requirement**”). A Tender submitted by a joint venture of the Tenderer and an entity within the Group Companies and Related

Parties will be regarded as a Tender from one and the same Tenderer. But if two or more shareholders or participants in the same joint venture tenderer have a holding-subsidiary relationship or they are related, they shall not be regarded as having submitted more than one Tender. Tenderers will be disqualified if they fail to comply with the One Tender Requirement.

The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap. 622). A related party is any entity (including but not limited to sole proprietorship, partnership and limited company) related to the Tenderer. An entity (“Entity”) is related to a Tenderer if any of the following conditions applies:

- (i) The Entity is controlled or jointly controlled by a person or a close member of that person's family who:
 - (a) has control or joint control of the Tenderer;
 - (b) has significant influence over the Tenderer; or
 - (c) is a member of the key management personnel of the Tenderer or of a parent of the Tenderer.
- (ii) A person or a close member of that person's family, who has control or joint control of the Tenderer, has significant influence over the Entity or is a member of the key management personnel of the Entity (or of a parent of the Entity).
- (iii) The Entity, or any member of a group of which it is a part, provides key management personnel services to the Tenderer or to the parent of the Tenderer.

For the avoidance of doubt, the following definitions should be adopted when interpreting the above provision:

‘Control’ means the power to govern the financial and operating policies of the Tenderer / Entity so as to obtain benefits from its activities.

‘Joint control’ means the contractually agreed sharing of control over the Tenderer / Entity, and exists only when the strategic financial and operating decisions relating to the Tenderer / Entity require the unanimous consent of the parties sharing control.

‘Significant influence’ means the power to participate in the financial and operating policy decisions of the Tenderer / Entity / parent of the Tenderer and/or the Entity (as the case may be) but does not have control or joint control over those policies.

‘Key management personnel’ mean those persons having authority and responsibility for planning, directing and controlling the activities of the Entity, directly or indirectly, including any director (whether executive or otherwise) of that Tenderer / Entity / parent of the Tenderer and/or the Entity (as the case may be).

‘Close members that person's family’ mean those family members who may be expected to influence, or be influenced by, that individual in their dealings with the Tenderer or the Entity. They may include but not limited to:

- (i) the individual's domestic partner and children;
- (ii) children of the individual's domestic partner; and
- (iii) dependants of the individual or the individual's domestic partner.

The Tenderer shall submit with his Tender a duly signed and witnessed letter in the form set out in Appendix A to the Tender Documents. The signatory to the letter shall be a person authorized to sign contracts on the Tenderer's behalf.

The Tenderer shall submit the following supporting document(s):

- Undertaking in the form of the letter of declaration as set out in Appendix A that only one Tender is submitted within its Group Companies;
- The Tenderer's identity documents (e.g. business certificate, certificate of incorporation, or equivalent);
- Organisation chart (showing shareholder(s) up to ultimate beneficial owner(s));
- List of directors and shareholders; and
- Document(s) showing shareholders and/or ultimate beneficial owners (e.g. latest annual return(s), significant controller register, certificate of incumbency, or equivalent).

The Tenderer may be disqualified if it fails to submit any of the above document together with the Technical Proposal.

I) All submitted documents and materials will not be returned to the Tenderers regardless of the results of the Tenders and all the said materials will become the property of HSITPL.

5. Assessment Criteria

- a) All Tenderers shall be evaluated according to the following criteria:
 - 60 % Technical Capability (Maximum technical score: 60)
 - 40 % Pricing (Maximum price score: 40)
- b) As a prerequisite, all terms as set out in the Submission Requirements in the Tender Documents must be fulfilled before the Tender will be evaluated. Tenders which fail to comply with any of such terms will not be considered any further.
- c) Tenders which comply with all the terms as set out in the Submission Requirements will be evaluated based on the following non-exhaustive criteria (which are not ranked in any order of importance). The Tenderer must demonstrate the technical merits of the submitted Tender. Assessments will be based on all materials of the submitted Tender and any presentation or demonstration given by the Tenderer.
 - (i) Experience and job reference;
 - (ii) Quality assurance; and
 - (iii) Operation plan;
 - (iv) Price offer.
- d) Technical Score shall be assessed by the Tender Assessment Panel members based on the

criteria below.

Technical Capability Assessment		Technical Score (Points)
A. Experience and job reference	<p>Tenderer to provide:</p> <ol style="list-style-type: none"> 1. A company profile related to supply, installation, testing and commissioning of gas flow meters. 2. Relevant job references for previous experience in supply, installation, testing and commissioning of gas flow meters for projects of similar scale, completed within the past 5 years in Hong Kong counting from the Tender Closing Date, or if it is extended, the extended Tender Closing Date 	30
B. Quality assurance	<p>Tenderer to provide:</p> <ol style="list-style-type: none"> 1. Information regarding the gas flow meters and related parts, such as parts brochure, calibration certification template, operation and maintenance manual template, etc. 2. Template of testing and commissioning report 	30
C. Operation plan	<p>Tenderer to provide:</p> <ol style="list-style-type: none"> 1. Plan or procedure or schedule for supply, installation, testing and commissioning of gas flow meters. 	40
Total Technical Score (A+B+C) =		100 (passing score: 60)

Remark: An overall passing score of 60/100 of the Total Technical Score in the table above shall be attained. Otherwise, the Tender will be considered as failed in the Technical Capability Assessment and will not be considered further. Please refer to Appendix B for the marking scheme for the Technical Capability Assessment.

e) Evaluation

An assessment panel shall be formed by HSITPL to evaluate all Tenders received by HSITPL (“**Tender Assessment Panel**”). The Tenders must meet all Mandatory Assessment Criteria (as defined in Part 1 of Tender Schedule 6) and attain a score equal or higher than the passing score in the Technical Capability Assessment abovementioned. Failure to declare and submit supporting documents confirming compliance with any of the Mandatory Assessment Criteria may result in disqualification of the Tender. HSITPL shall evaluate the Tenders in strict confidence.

f) Score Calculation Methodology

HSITPL shall adopt the following formula in calculating the overall score for each Tender:

(i) Technical Score

Tenderer's technical score = (Tenderer's technical score / Highest technical score among all Tenderers) x (Maximum technical score)

(ii) Price Score

Tenderer's price score = (Lowest tender price / Tenderer's price) x (Maximum price score)

(iii) Overall Score = Technical Score + Price Score

6. Acceptance / Rejection of Tender

- a) HSITPL is not bound to accept the Tender which is the lowest price and/or has the highest overall score and reserves the right in its absolute discretion to decline any offer or cancel this Invitation to Tender at any time without any obligation to explain its decision.
- b) HSITPL may, at its sole discretion, accept all or any terms proposed by the Tenderer in the Tender.
- c) HSITPL shall not be responsible for or liable to any Tenderer for any cost and/or expense and/or disbursements incurred by the Tenderers in preparing the Tender and/or any presentation or demonstration given by the Tenderer.

7. Negotiation

HSITPL reserves the right to negotiate the terms proposed in the Tender with any Tenderer.

8. Acceptance Notification

- a) The successful Tenderer, i.e. the Provider, shall receive a purchase order ("PO") generated from the system of HSITPL within the Tender Validity Period.
- b) Tenderer(s) who do not receive any notification within the Tender Validity Period shall assume that their Tenders have not been accepted.

9. Cancellation of Invitation to Tender

Where there are changes in requirement(s) after the Tender Closing Date for operational or whatever reasons, HSITPL is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender and/or re-issue a new invitation to tender on such other terms and conditions as HSITPL deems fit.

10. Intellectual Property Rights

By submitting the Tender, the Tenderer represents and warrants to HSITPL that none of the information or ideas in the Tender infringes the copyright, trade secrets, or intellectual property rights of any third party, and the Tenderer is deemed to have agreed to indemnify HSITPL against all costs, claims, demands, expenses and liabilities that may be incurred by HSITPL as a result of or in connection with any claim that any information or ideas provided or submitted by the Tenderer infringes the copyright, trade secrets or intellectual property rights of any third party.

11. Offering Gratuities

- a) A Tenderer shall not, and shall procure that its directors, employees, agents involved in preparing the Tender shall not offer any financial or other advantage or benefit to any director or employee of HSITPL, or engage in any activity, practice or conduct which would be in violation of any applicable anti-bribery laws or regulations in connection with the Tender Documents and any matter contemplated herein.

b) Tenders are warned that offering or giving any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee or agent of HSITPL in relation to this Invitation to Tender may constitute an offence contrary to the Prevention of Bribery Ordinance (Cap. 201), and that if any Tenderer is found to have made such an offer, HSITPL shall be at liberty to cancel his Tender or terminate the Contract and shall hold such Tenderer liable for any losses or damages which HSITPL may suffer.

12. Non-collusion

- a) As part of its Tender, the Tenderer shall submit to HSITPL a duly signed declaration form regarding its compliance with non-collusion requirements in the form set out in Tender Schedule 2 ("**Non-collusive Tendering Certificate**"). If the Tenderer does not submit a duly signed Non-collusive Tendering Certificate to HSITPL, its Tender may be invalidated. If a Tenderer is selected, the Contract will be entered into in reliance of the statements made by such Tenderer in, and conditional upon the effectiveness and veracity of, the Non-collusive Tendering Certificate.
- b) The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in Paragraph 3 of the Non-collusive Tendering Certificate in Tender Schedule 2), including regarding price, any adjustment in price, submission procedure of the Tender. In the event that there is any breach of this clause or any breach of, or any misrepresentation made in respect of, the Non-collusive Tendering Certificate by any Tenderer, HSITPL may, without limiting HSITPL's rights and remedies herein or at law, invalidate or disqualify the Tender submitted by the Tenderer, reject its Tender or terminate the Contract with the selected Tenderer and seek damages.
- c) All anti-competitive practices are strictly prohibited and the Tenderer's attention is drawn to its obligations under the Competition Ordinance (Cap. 619).
- d) Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap.619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

13. Flexibility on Extent or Scale of the Services

In no circumstances shall the additions or deletions of the scope of supply and delivery in any way vitiate or invalidate the Contract. The Provider shall have no claim for compensation for loss (whether direct, indirect or consequential) whatsoever in respect of such addition or deletion made pursuant to this Clause. The Provider is deemed to have made all necessary allowance for any additional time, manpower, and costs and expenses arising from or in connection with such additions or deletions.

14. Sub-contracting

The Provider is prohibited from transferring, sub-letting, sub-contracting or assigning, directly or indirectly, any rights or duties under the Contract and/or all or any portion of the Contract to any person or persons or companies, unless the prior written permission of HSITPL and/or its representative (i.e. HSITPL Representative, as appointed according to Clause 20 below) is obtained. In the event that written permission of HSITPL is provided to the Provider, the Provider's right to transfer, sub-let, sub-contract or assign, directly or indirectly, shall not in any

way relieve it from any obligations under the Contract.

15. Payment Schedule

- a) Subject to the work done to the satisfaction of HSITPL and any applicable variation made in accordance with Clause 13, payments due under the Contract will be made as per this clause. Please note the payment procedure in this clause is for reference only and does not amount to any representation and warranties. The Tenderer shall not rely on any information set out in this clause.
- b) The Provider shall submit a detailed monthly invoice stating the actual number of (i) gas flow meters that were supplied and delivered, and (ii) installation, testing and commissioning of gas flow meters, in accordance with the descriptions set out in Tender Schedule 5, to HSITPL within ten (10) working days after the end of each calendar month. Upon receipt of each invoice, HSITPL shall review it. If HSITPL considers such invoice is consistent with the terms of the Contract, HSITPL shall approve the said invoice, and payment shall be made to the Provider according to the approved invoice.
- c) HSITPL reserves the right to withhold or adjust the payment if the monthly invoice is found to be inaccurate and/or incomplete. HSITPL shall have the sole and absolute authority to determine whether the quality of the supply and delivery, installation, testing and commissioning meet the agreed service standards.
- d) The Provider acknowledges and agrees that payment is contingent upon satisfactory performance and adherence to the terms and conditions of the Contract. HSITPL retains the right to terminate the Contract and withhold payment if the Provider consistently fails to meet the agreed service standards and/or breaches any provisions of the Contract.
- e) HSITPL shall be entitled to deduct from any monies due to the Provider under the Contract any and all amounts of any debt due from the Provider to HSITPL.

16. Price Proposal

- a) Tenderers shall propose a tender price (“**Tender Price**”) comprising (i) unit rate of supply and delivery of gas flow meters, and (ii) installation, testing and commissioning of gas flow meters by completing Tender Schedule 4.
- b) The quantity of gas flow meters stated in Tender Schedule 4 would be supplied and delivered to HSITPL in batches upon HSITPL’s request within the two (2) years’ Contract period. A minimum of 7 gas flow meters would be ordered each time upon HSITPL’s request.
- c) The estimated quantity stated in Tender Schedule 4 for installation, testing and commissioning of gas flow meters is provided for quotation purposes only. HSITPL does not guarantee the full utilisation of the number of services required for installation, testing and commissioning of gas flow meters. HSITPL has the sole discretion to determine the actual quantity of services required for installation, testing and commissioning of gas flow meters.
- d) Payments would be based on the actual number of gas flow meters supplied and their corresponding installation, testing and commissioning.
- e) Tenderers shall take into account the anticipated price inflation / deflation and price

fluctuations within the Contract period. Tenderers are deemed to have taken into account the above considerations and shall ensure that the prices quoted are accurate before submitting their Tender. Under no circumstances will HSITPL entertain any request or claim for price adjustment in respect of the above considerations.

f) HSITPL reserves the right to disqualify any Tenderer that submits any proposed revisions to the number of items and the descriptions of the items in Tender Schedule 4.

17. Insurance

a) The Provider shall, for the full term of the Contract, have in place the following insurance policies at its own cost with reputable insurer(s), on terms which are satisfactory to HSITPL, **in the joint names of HSITPL** as the insured party, and fully comply with the laws of the Hong Kong Special Administrative Region ("HKSAR"):

(i) Contactors' all risks insurance for the sum of at least HK\$30,000,000 for any one accident and unlimited in the amount for the period of insurance;

(ii) Employees' compensation insurance in the sum of not less than HK\$200,000,000 of any one event.

b) The insurance for the works shall cover the period from the commencement date of the Contract ("Commencement Date") until and extended to cover the date of expiry of the Defects Liability Period ("DLP") and until such time as no further works as being carried out.

c) HSITPL may from time to time require the Provider to maintain any insurance policies against other insurable risks, which reasonable costs and expenses would be reimbursed by HSITPL provided that such costs and expenses are approved by HSITPL in writing.

d) In addition to maintaining the required insurance policies, the Provider shall hold HSITPL harmless from any loss, damage, cost, expense, liability etc. and (without prejudice to the obligations to indemnify HSITPL as stipulated in Clause 9 of the PO T&C as defined in Part II below) fully indemnify HSITPL and HSITPL Representatives for any loss, damage, cost, expense, liability etc. that may result directly or indirectly from the negligence of the Provider, its employees, agents, servants or any tiers of sub-contractors (if permitted as per Clause 14 above) in the carrying out of its obligations under the Contract.

e) The Provider is liable for all policy excesses / deductibles under the insurance policies maintained pursuant to this clause.

f) The Provider should produce satisfactory evidence to HSITPL prior to the Commencement Date showing that the insurances referred to in this clause have been affected and are in force, including but not limited to, producing a certificate of insurance. If the Provider fails upon reasonable request to produce satisfactory evidence to HSITPL or HSITPL Representatives, HSITPL may affect and keep in force such insurance policies and pay such premium or premiums as may be necessary for that purpose, and from time to time deduct the amount so paid from any monies due or to become due to the Provider or recover such amount from the Provider. If the Provider fails to produce any such satisfactory evidence as requested by HSITPL or HSITPL Representatives, HSITPL reserves the right to terminate the Contract.

18. Termination

a) Without prejudice to any other rights and remedies under the Contract or in law which HSITPL may have, HSITPL may at any time during the Term, terminate the Contract in any of the following events:

- (i) by giving thirty (30) calendar days' written notice of termination if the Provider has not remedied in all material respects a substantial breach of its obligations under the Contract after notice from HSITPL allowing it a reasonable time to do so; or
- (ii) immediately on notice if the Provider has committed breaches of its duties or non-observance of any of the terms under the Contract which are individually or accumulatively of such seriousness as to permit HSITPL to treat the Contract as repudiated by breach; or
- (iii) immediately on notice, if the Provider (a) becomes insolvent, enters into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation with prior approval of HSITPL), makes an assignment for the benefit of or enters into a scheme of arrangement with creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or administrator for all or part of its business or assets or if any encumbrances takes possession of any of its assets or suffers any execution to be levied upon its goods, or is unable to pay its debts; or (b) files for or becomes subject to any proceedings in bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, receivership or under any other law relating to insolvency or the protection of rights of creditors, or pursuant to the laws of any other jurisdiction becomes subject to the same or similar proceedings; or
- (iv) the Provider or any of its directors, employees, agents, contractors and other personnel who are in any way involved in the Services commits any offence under the Prevention of Bribery Ordinance (Cap.201), or commits any other criminal offence which in the opinion of HSITPL has affected the Provider's abilities to perform the Contract; or
- (v) the passing of any resolutions, the initiation of any proceedings, or the making of any order which may result in the winding up, or dissolution, insolvency, administration, reorganization or reconstruction of the Provider, or the appointment of a receiver, provisional liquidator, liquidator, administrator, administrative receiver, conservator, custodian, trustee or similar officer of the Provider or of any or all of the Provider's assets or revenues, or if the Provider makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of the above, or any event occurs under the laws of any jurisdiction that has a similar or analogous effect; or
- (vi) there is a change of control of the Provider; or
- (vii) the Provider neglects, persistently or flagrantly fails or refuses to comply fully and/or punctually with its obligations and duties under the Contract; or
- (viii) the Provider has failed to commence the Services on the Commencement Date, or has failed to fulfil HSITPL's due diligence requests; or
- (ix) the Provider has, without the prior written approval of HSITPL, directly or indirectly,

assigned, transferred, sub-contracted or otherwise disposed of any or all of its interests, rights, benefits or obligations under the Contract to any other third party or purported to do so; or

- (x) the Provider fails to submit any reports, financial accounts or other documents in accordance with the Contract, or any of the data, facts or information represented to or provided by the Provider to HSITPL about the Services or the Contract is incomplete, incorrect, untrue, inaccurate or misleading; or
- (xi) the Provider engages in any conduct which is reasonably considered by HSITPL to be prejudicial to the Services, or that adversely reflect on the commercial integrity of the Provider; or
- (xii) the Provider's financial position deteriorates to such an extent that in HSITPL's opinion the Provider's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (xiii) the Provider stops or suspends payment to its creditors generally, or is unable or admits its inability to pay debts generally as they fall due or is declared or becomes bankrupt or insolvent; or
- (xiv) the Provider's use of any Intellectual Property Rights ("IPRs") for the purpose of or otherwise in connection with the performance of the Contract is held by a court or is alleged to constitute an infringement of any third party's IPRs.

For the purpose of this Clause 18, the term "**control**" (including the correlative terms "**controlling**", "**controlled by**", and "**under common control with**") shall mean possession directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of management and policies of a person, whether through ownership of voting securities or other equity interests, or by shareholders' agreement or otherwise.

- b) In the event of termination of the Contract as aforesaid, HSITPL shall only be liable for a reasonable portion of the fees stated in Tender Schedule 4 on a quantum meruit basis based on goods that have been delivered or services that have been performed up to the date of termination and accepted by HSITPL without dispute. Upon necessary payment by HSITPL, the Provider shall immediately (i) deliver to HSITPL all correspondence, materials, presentations, documents, papers, disks, tapes and software storage of any kind relating to the Services and property belonging to HSITPL which may be in the Provider's possession or under its control, and (ii) take immediate actions to bring the Services to an end in an orderly manner. Any amount paid in respect of such part of the Services which has not been performed at the date of termination shall be refunded to HSITPL.
- c) If the Contract is terminated pursuant to this Clause 18(a), the Provider shall indemnify HSITPL for and against all loss (including loss of bargain), damage, cost and expenses suffered by HSITPL as a result of the termination (including any additional costs in engaging another contractor to perform the Services or the undelivered part of the Services) and/or any demands or legal proceedings that may be brought against HSITPL by relevant government authorities or other third parties. The Provider shall pay any such sum as requested by HSITPL forthwith upon HSITPL issuing written notice(s) to that effect.
- d) Notwithstanding anything provided herein to the contrary, HSITPL may, at any time at its option, terminate the Contract by giving the Provider not less than thirty (30) calendar days'

written notice. In such event, the Provider shall be entitled to receive payment for such part of the Services carried out up to the date of termination. Any amount paid in respect of such part of the Services which has not been performed at the date of termination shall be refunded to HSITPL.

- e) Any term of the Contract that expressly or by implication is intended to come into or continue to be in force on or after termination of the Contract shall continue to remain in full force and effect.

19. Use of names and logos

The Provider shall not use the name, logo or corporate identity of HSITPL and HSITPL Representative for any purpose without the prior written consent of HSITPL or HSITPL Representative (as the case may be); provided that nothing herein shall prohibit HSITPL and HSITPL Representative from referring the name of the Provider as the service provider of services to be provided under the Contract.

20. Representative

- a) Representative(s) will be appointed by HSITPL (“**HSITPL Representative**”) to act on behalf of HSITPL in matters in connection with the Contract. HSITPL has the right to change the HSITPL Representative in its sole and absolute discretion, by providing notice in writing to the Provider.
- b) HSITPL may, from time to time and in its sole and absolute discretion, specify which function(s), power(s) and/or authority(ies) is/are delegated to the HSITPL Representative by written notice to the Provider. Such delegation may be revoked by HSITPL at any time by providing written notice to the Provider.

PART II: Purchase Order Terms and Conditions

HSITPL shall issue a purchase order (“**PO**”) to the Provider on the terms as set out in the General Terms and Conditions for Purchase Orders (“**PO T&C**”) which is available on HSITPL’s website or provided separately by HSITPL in PDF file format. Tenderer must read the PO T&C carefully before submitting the Tender.

In the event that the Tenderer wishes to propose any revisions to the terms of the PO T&C, the Tenderer should set out such proposed revisions in the technical proposal of the Tender but HSITPL is not bound to accept any of such proposed revisions. For the avoidance of doubt, such proposed revisions shall not form part of the PO. HSITPL will not accept any proposed revisions to the PO T&C that are not submitted together with the technical proposal and/or come to HSITPL’s attention after the Tender Closing Date.

HSITPL reserves the right to disqualify any Tenderer that submits any proposed revisions to the PO T&C in the price proposal or proposes revision to the PO T&C after the Tender Closing Date.

PART III: Submission Requirements

The Tenderer is required to return a complete set of the following documents to HSITPL before the Tender Closing Date.

Price Proposal		Tender Schedule No.
1.	Price Schedule	4

Technical Proposal		Tender Schedule No.
1.	Tender Submission Information	1
2.	Non-collusive Tendering Certificate	2
3.	Form of Tender	3
4.	Requirement Specifications	5
5.	Proposed Solution for Tender	6

Number of documents required:

- a) 4 sets of the “Technical Proposal” in hard copies;
- b) A USB with an electronic copy of the “Technical Proposal” and presentation deck without any price factor in PDF format; and
- c) 1 set of the “Price Proposal”, i.e., the Price Schedule (Tender Schedule 4), in hard copy.

Tender Schedule 1: Tender Submission Information

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))”

We provide the below contact information for this Tender:

Representative:	
Job Title:	
Contact Phone Number:	(Office)
	(Mobile)
Contact Email:	

Tender Schedule 2: Non-collusive Tendering Certificate

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

Non-collusive Tendering Certificate for
“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))” (the “Contract”)

1. We, _____ of
(name(s) of the Tenderer(s))

(address(es) of the Tenderer(s))

refer to the tender for the Contract (“Tender”) and our bid in relation to the Tender.

Non-collusion

2. We represent and warrant that in relation to the Tender:

- a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;
- b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other tenderer or competitor) regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) an intention or decision to submit, or not submit, a bid;
 - (iv) an intention or decision to withdraw a bid;
 - (v) the submission of a bid that does not conform with the requirements of the Tender;
 - (vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Tender relates; and
 - (vii) the terms of the bid,

and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
 - a) HSITPL;
 - b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to HSITPL;
 - c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
 - e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
 - f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

Disclosure of sub-contracting and beneficial ownership

4. We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to HSITPL, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to HSITPL.
5. We understand that we are required to disclose our beneficial ownership to HSITPL. (please enter “✓” in the appropriate box)
 - (For a company other than a listed company or exempted company¹) We will disclose the significant controllers register, as defined in the Companies Ordinance, Cap. 622.
 - (For a sole proprietorship or partnership) We will disclose details of our beneficial owner(s) (if any), including their name and the nature of their control over the firm;
 - (For listed company) We are a listed company in Hong Kong and our corporate ownership has already been disclosed in the public domain.
6. We understand that HSITPL may request us to disclose further details regarding our shareholders or parent companies, or any other related, associated or controlling entities, to HSITPL. We agree to disclose such details to HSITPL if so requested, subject to such requests being reasonable in the circumstances.

¹ An exempted company is one which is not required to keep a register of its significant controllers (see further sections 653A (definition of "applicable company") and 653H of the Companies Ordinance.)

Consequences of breach or non-compliance

7. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, HSITPL may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.
8. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that HSITPL may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission ("Commission") and provide the Commission with any relevant information, including but not limited to information on our bid and our personal information.

For and on behalf of: _____
(Company Name)

Signature with Company Chop: _____
(Authorized Signature)

Name & Position: _____

Date: _____

Additional signature blocks will need to be used where the Tenderer is comprised of multiple parties.

Tender Schedule 3: Form of Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))”

1. We undertake that if our Tender is accepted, to commence the Services and complete and deliver the Services within the time stated in the Tender Documents.
2. We agree that this Tender shall be valid for a period of six (6) months from the Tender Closing Date specified in the Tender Documents, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.
3. We confirm that this Tender has taken into consideration all tender addenda issued to us (if any) prior to the date hereof.
4. We understand, unless and until a purchase order is issued by HSITPL to us, this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us. The Tender should always form part of the binding agreement between HSITPL and us, while the order of precedence will be lower than the purchase order. We undertake to abide by the terms of the Purchase Order Terms and Conditions enclosed with the Tender Documents in the event that our proposed revisions (if any) to the Purchase Order Terms and Conditions are not accepted by HSITPL.
5. We understand and agree that HSITPL is not bound to accept the lowest or any tender you may receive.
6. We understand and agree that HSITPL is not responsible for any cost or expense incurred for and in connection with preparing the Tender and/or any presentation or demonstration given by us.
7. We confirm that we are not subject to any actual or potential conflict of interest save to the extent already expressly disclosed by us to HSITPL and we undertake to notify HSITPL immediately should any conflict arise.
8. We understand and agree that we may be disqualified if we fail to submit all the documents listed in Clause 4 k) of Part I of the Tender Documents together with the Technical Proposal.

For and on behalf of: _____
(Company Name)

Signature with Company Chop: _____
(Authorized Signature)

Name & Position: _____

Date: _____

Additional signature blocks will need to be used where the Tenderer is comprised of multiple parties.

Tender Schedule 4: Price Schedule

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))”

1. We agree that HSITPL reserves the right to modify, amend or revise any requirements and/or terms and conditions stated in the Tender Documents.
2. The price indicated in the table below covers all the items specified in the Requirement Specifications of the Tender Documents.
3. The total price is inclusive of all costs or charges which we will incur in the provision of the goods or services.
4. The “Contract Sum” quoted in the table below is inclusive of all such charges, rates and associated costs which we will incur in the provision of the goods and services (including installation, testing and commissioning after installation of the system and services within DLP).
5. We acknowledge that the quantity stated below for item 1 “supply and delivery of gas flow meters” would be supplied and delivered to HSITPL in batches upon HSITPL’s request within the two (2) years’ Contract period. A minimum of 7 gas flow meters would be ordered each time upon HSITPL’s request.
6. We acknowledge that the quantity stated below for item 2 “installation, testing and commissioning of gas flow meters” is provided for quotation purposes only. HSITPL does not guarantee the full utilisation of the number of services required for installation, testing and commissioning of gas flow meters. HSITPL has the sole discretion to determine the actual quantity of services for installation, testing and commissioning of gas flow meters.
7. We acknowledge that HSITPL will not accept any proposed revisions to the General Terms and Conditions for Purchase Orders (“PO T&C”) that are not submitted together with the technical proposal and/or come to HSITPL’s attention after the Tender Closing Date.
8. We acknowledge that HSITPL reserves the right to disqualify any Tenderer that submits any proposed revisions to the PO T&C in the price proposal or proposes revision to the PO T&C after the Tender Closing Date.

9. We acknowledge that HSITPL reserves the right to disqualify any Tenderer that submits any proposed revisions to the number of items and the descriptions of the items in this Tender Schedule 4.

Item	Description	Unit Price [a]	Quantity [b]	Sub-total =[a] * [b]
1	<p>Supply and delivery of gas flow meters used for measuring the flow of compressed air (4 bar), compressed air (7 bar), nitrogen gas and carbon dioxide gas.</p> <ul style="list-style-type: none"> - Mass/volume flow: measurement error ±0.05 % - The device must be suitable for use outdoors and indoors with a relative humidity of 4 to 95 % - Size: DN15 1/2" - Must provide manufacturer's certificate 		28 nos.	
2	<p>Installation, testing and commissioning</p> <ul style="list-style-type: none"> - Include final connection of power and signal cables - Provide 12 months' DLP for each gas flow meter counting from the respective date of completion of installation, testing and commissioning - Price quoted includes services within DLP 		28 nos.	
Contract Sum (sum of items 1 and 2):		HK\$		

We offer to provide the services to HSITPL at the prices quoted above and in accordance with the requirements and the terms and conditions stated in the Tender Documents. Acceptance of this offer shall be evidenced by the issuance of a purchase order by HSITPL.

Authorized Signature (with company chop)

Name & Position: _____

Company Name: _____

Date: _____

Tender Schedule 5: Requirement Specifications

To: Hong Kong-Shenzhen Innovation and Technology Park
Limited (“HSITPL”)

“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))”

The scope and specific requirements of the Services which the tenderer (“Tenderer”) should provide are listed below. The Tenderer shall propose solutions (with detailed explanation) if his proposed items cannot meet any of such scope and/or requirements.

5.1 Statement of Purpose

HSITPL would like to invite an experienced service provider to supply, install and provide testing and commissioning of gas flow meters (“Services”) for measuring the flow of compressed air (4 bar), compressed air (7 bar), nitrogen gas and carbon dioxide gas at Hong Kong-Shenzhen Innovation and Technology Park (the “Park”). The Tenderer is expected to provide the Services as set out in Paragraph 5.5 of this Tender Schedule 5.

5.2 About HSITPL

HSITPL, a wholly owned subsidiary of Hong Kong Science and Technology Parks Corporation, is vested with the responsibility to develop, operate, maintain, and manage the Park.

The Park envisions to serve as a world-class knowledge hub and innovation & technology (“I&T”) centre, converging enterprises, research & development (“R&D”) institutions and higher education institutions from Hong Kong, Mainland and overseas, which can connect upstream and midstream research to downstream market, further enhancing collaboration among industry, academic and research sectors.

The Park focuses on six I&T pillar industries including life and health technology, artificial intelligence & data science, new materials, new energy, robotics and microelectronics.

With the size of approximately 87.7 hectares in the Lok Ma Chau Loop, the Park is a large-scale and long-term project in Hong Kong, which will be developed in two phases.

Phase 1 will be developed in 3 batches i.e., Batch 1, Batch 2, and Batch 3. The first development batch, Batch 1, has been further sub-divided into Batches 1A, 1B and 1C and Building 1. Batch 1 of Phase 1 is being developed by HSITPL which consists of 8 buildings with a total Gross Floor Area (“GFA”) of approximately 116,000 sq. m.

5.3 The Brief

Tenderers are invited to supply and deliver, and provide services of installation, testing and commissioning of gas flow meters for monitoring the flow of compressed air (4 bar), compressed air (7 bar), nitrogen gas, and carbon dioxide gas to be supplied into tenants’ units. Gas flow meters shall be supplied, delivered, installed, tested and commissioned based on tenants’ demand for central technical gas supply at Buildings 8 and 9.

5.4 Project Timeline (Tentative)

Tender invitation	30 January 2026
Tender submission deadline	13 February 2026
Presentation	Week of 23 February 2026
Award of the Contract	March 2026
Commencement of the Contract	March 2026 (subject to further confirmation)
Completion of supply and delivery of gas flow meters	Within 2 years after commencement of the Contract
Completion of installation, testing and commissioning of gas flow meters	Within 2 years after commencement of the Contract
DLP (for each gas flow meter)	Within 12 months from the date of completion of installation, testing and commissioning of the respective gas flow meter

5.5 Scope of Services

5.5.1 The Provider shall provide the following services to HSITPL:

- Supply and delivery of 28 gas flow meters with manufacturer's certificate.
- Installation, testing and commissioning of up to 28 gas flow meters upon HSITPL's request and HSITPL does not guarantee the quantity of services required for installations, testing and commissioning of gas flow meters. Installation includes final connection of power and signal cables. The power and signal interface point would be within 2 meters from the gas flow meters. The Provider shall be present to coordinate the interface test with the building management system. Such test would be conducted at no additional cost to the Provider.
- For each gas flow meter, provide 12 months' DLP counting from the respective date of completion of installation, testing and commissioning of gas flow meter installation.

5.5.2 Statutory requirements, standards and specifications:

- The Provider is required to comply with all applicable statutory requirements of relevant Government authorities, including but not limited to the Buildings Department, Lands Department, Fire Services Department, Electrical Mechanical Services Department, Water Supplies Department, Labour Department and Environmental Protection Department, etc.
- The Provider should submit operation plan including drawings, schedule and parts catalogue / information to the HSITPL Representative for approval and application for works permit prior to commencement of works on site.

- The Provider should submit layout design, material catalogue / samples and drawings to HSITPL for approval prior to procurement and commencement of works on site.
- The Provider should submit as-built drawings, mechanical and electrical (EM) records and testing and commissioning report upon completion of works to HSITPL.
- The Provider shall be responsible for replacement of consumable parts / spare parts / furniture of normal wear and tear during the DLP.
- The Provider shall provide a list of spare parts and tools including contact information of the suppliers of the spare parts, specifications and recommended quantities for all equipment and parts used under this Tender.

5.5.3 Other Requirements:

- The electrical installation works relevant to the Services shall be done by registered electricians registered with the Electrical and Mechanical Services Department.
- The schedule of works for the Services shall be subjected to HSITPL's approval.
- HSITPL is not responsible for providing any tools and equipment to the Provider and HSITPL will not bear such cost. The Provider shall ensure that all tools and equipment used comply with local legislation, regulations and statutory requirements.
- The Provider shall supply qualified labour, tools and materials and provide appropriate and adequate safety measures for the workers to maintain a safe working environment on site.
- All workers must wear reflective vests and personal protective equipment (if applicable) when carrying out the works.
- All works should strictly comply with HSITPL's and/or Facility Management Office's ("FMO's") house rules and all applicable statutory regulations of HKSAR.
- Prior to the commencement of works, application of work permits should be submitted to and formal approval should have been obtained from FMO.
- After completion of all relevant works, the Provider must ensure the affected areas are clean and all installation, packaging and/or delivery materials are properly disposed of before handing over the site back to HSITPL.

Tender Schedule 6: Proposed Solution for Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))”

This Tender Schedule contains Parts 1 to 5 and shall be duly completed by the Tenderer and included in the tender proposal. The Tenderer is required to present all the details of its proposed solution according to the guidelines specified under each Part.

Tenderers are reminded that no price information should be included in the Technical Proposal. Tenderers are expected to provide the following information in an A4-sized document. No font other than Calibri and no font size smaller than 12 will be accepted.

Part 1: Mandatory Assessment Criteria

The Tenderer acknowledges and agrees that participation in this Tender requires compliance with the mandatory assessment criteria outlined in this Part 1 (“**Mandatory Assessment Criteria**”). By responding with “Y”, the Tenderer hereby confirms that it meets all the Mandatory Assessment Criteria. Failure to declare or submit supporting documents confirming compliance with any of the Mandatory Assessment Criteria may result in the disqualification of the Tender.

Item	Description	Declaration with supporting document(s) Yes (Y) / No (N)
1	<p>Able to provide at least 1 relevant project experience for the supply, installation, testing and commissioning of gas flow meters of similar wet laboratory building within five (5) years from the Tender Closing Date, or if it is extended, the extended Tender Closing Date.</p> <p>Supporting document:</p> <ul style="list-style-type: none"> Provide job references within five (5) years preceding the Tender Closing Date. 	

Part 2: Past Case Reference

Please briefly describe any past reference cases similar to the nature and scope of this project. For each case, please provide details such as the scope, contact person (optional) and contact telephone number (optional) for future reference, as much as possible.

Reference Client	Project Period	Relevant scope of services	Contact Person (optional)	Contact Telephone No.(optional)

Part 3: Qualification of Team Members

Please list the key team members and their roles in the proposed services. For each member, please provide any certified qualification and briefly describe how such qualification would contribute to the services implementation. Please note that it is the Tenderer's responsibility to replace team member with the same qualification in case of personnel movement during the service period.

Name	Job Title	Qualification	Role and Contribution in the Services

Part 4: Details of Management Plan

Please describe in detail your understanding of the services standard which are required for the supply, installation, testing and commissioning of gas flow meter. Merits will be given to the appropriateness of the solutions and the quality of the presentation for their justification. The following should be included in your proposal:

Item		Content
A Experience and job reference (30%)		
1	A company profile related to supply, installation, testing and commissioning of gas flow meters	<ul style="list-style-type: none"> • A company profile related to supply, installation, testing and commissioning of gas flow meters <ul style="list-style-type: none"> - Number of years that company established for relevant business
2	Relevant job references for previous experience in supply, installation, testing and commissioning of gas flow meters for projects of similar scale.	<ul style="list-style-type: none"> • Relevant experience and job reference <ul style="list-style-type: none"> - Number of similar institutions served - Contract period and contract sum - Nature of the organization - Site location - Supply quantity
B Quality assurance (30%)		
1	Information regarding the gas flow meters and related parts, such as parts brochure, calibration certification template etc.	<ul style="list-style-type: none"> • Provide information about gas flow meters and related parts, such as <ul style="list-style-type: none"> - Brochure / catalog - Calibration certification template - Operation and maintenance manual template
2	Template for testing and commissioning report	<ul style="list-style-type: none"> • Provide template for testing and commissioning report
C Operation plan (40%)		
1	Plan or procedure or schedule supply, installation, testing and commissioning of gas flow meters upon HSITPL request	<p>Provide:</p> <ul style="list-style-type: none"> • Plan or procedure or schedule supply, installation, testing and commissioning of gas flow meters.

Part 5: PowerPoint deck

To facilitate a comprehensive assessment of proposals, we will invite the qualified Tenderer to present their proposal to the Tender Assessment Panel. Please provide a PowerPoint deck for a **presentation that is no longer than fifteen (15) minutes** to highlight the key aspects of your proposal, which shall include the following:

- A company profile
- Relevant job references
- Operation plan of supply, installation, testing and commissioning of gas flow meters

Appendix A: Letter of Declaration on Compliance with One Tender Requirement for Holding Companies, Subsidiaries or Related Parties

Appendix B: Marking Scheme for Technical Capability Assessment

APPENDIX A – Letter of Declaration on Compliance with One Tender Requirement for Holding Companies, Subsidiaries or Related Parties

To: Hong Kong-Shenzhen Innovation and Technology Park Limited (“HSITPL”)

Dear Sir / Madam,

“Supply, Installation, Testing and Commissioning of Gas Flow Meters for Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. FD-03-06-02(211))”

Letter of Declaration on Compliance with One Tender Requirement for Holding Companies, Subsidiaries or Related Parties

1. *[I/We], the Tenderer, [(name of the tenderer) of (address of the tenderer)]², refer to *[my/our] Tender for the Contract.
2. *[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter and the requirements set out in Part I of the Tender Documents Clause 4 I) (“**Clause 4 I**”) on the restriction to Tenderer to submit one Tender only for holding companies, subsidiaries or related parties.
3. *[I/We] represent and warrant that in relation to the restriction that no Tenderer is permitted to submit more than one Tender for the Contract as set out in Clause 4 I):
 - (i) This Tender is the only Tender submitted by *[me/us];
 - (ii) None of our holding company or subsidiary company has submitted a Tender for the Contract. The existence of a holding-subsidiary relationship shall be determined as set out in Clause 4 I); **[this is only applicable where the tenderer is a company]** and
 - (iii) None of our related parties, as more particularly defined in Clause 4 I), has submitted a Tender for the Contract.
4. *[I/We] shall indemnify and keep indemnified HSITPL against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

* Delete as appropriate

² Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.

Signed for and on behalf of [name of the Tenderer] by [name and position of the signatory]³:

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

³ Where the Tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or, as the case may be, companies, must sign. The signatory for each of such persons or companies shall be a person authorized to sign contracts on behalf of that person or, as the case may be, company.

APPENDIX B – Marking Scheme for Technical Capability Assessment

Attribute	Marking	Max.
A. Experience and job reference		
	A company profile to demonstrate their experience in supply, installation, testing and commissioning of gas flow meters	15 points
1	Number of years that company established for technical gas supply system or related business	Points to be awarded
	≥ 10 years	15 points
	≥ 7 years	11 points
	≥ 4 years	7 points
	≥ 2 years	3 points
2	Relevant job references for previous experience in supply, installation, testing and commissioning of gas flow meters for projects of similar scale	15 points
	Number of reference case(s) of supply and delivery of gas flow meter within five (5) years preceding the Tender Closing Date, or if it is extended, the extended Tender Closing Date.	Points to be awarded
	≥3 cases	15 points
	2 cases	10 points
	1 case	5 points
B. Quality assurance		
1	Provide information about gas flow meter and related parts	15 points
	Marking: 5 points for each of the below item provided	
	Criteria: (i) Brochure / catalog	
	(ii) Calibration certification template	
	(iii) Operation and maintenance manual template	
2	Template of testing and commissioning report	15 points
	Marking: Provide template of testing and commissioning report	Points to be awarded
	Report template with example of filled information	15 points
	Report template without example of filled information	10 points
	Report content summary with title only	5 points
C. Operation plan		
1	Plan or procedure or schedule of supply, installation, testing and commissioning of gas flow meters upon HSITPL's request	40 points
	Marking: Provide operation plan and project timeline	Point(s) to be awarded
	Timeline with detail breakdown of steps; Procedure of installation; Procedure of testing and commissioning; and Proposal of DLP	40 points
	Timeline with detail breakdown of steps; Procedure of installation; and Procedure of testing and commissioning or proposal of DLP	30 points
	Timeline with detail breakdown of steps; and Procedure of installation	15 points
	Timeline with detail breakdown of steps	10 points
	Timeline with start date and end date only	5 points

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